

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE  
Rev. 05/29/02

Page 1 of 3

PROJECT CODE NO : 03-0457

DBE Firm/Subcontract # : 1

TO :

Rick Stansel

Executive Director Division of Contract Procurement

Kyler Bridge Co., Inc.

Prime Contractor

FROM :

SUBJECT : Calloway County

BRZ 0103 (261, BRZ 0103 (262)

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

Herring Construction, Inc. of Eddyville, Ky. 42038

DBE Employer Identification Numbers: Federal 61-1324914 KY 008115

The amount to be subcontracted by this request is DBE \$218,777.20, or

Contract \$1,960,611.43

or 11.16% of the

(original contract) or a subcontract amount of \$218,777.20

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

Totals based on original contract amounts

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number BHO 52 19 24 90 & 7419-0

Ohio Casualty Ins. Co. & KY AGC

which expires on 9-10-03 & 12-31-03

Name of Insurance Company

Date

*David Kyler - President*

Prime Contractor's Signature

July 31, 2003

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
Rev. 05/29/02

Page 3 of 3

Project Code Number (PCN): 03-0457 DBE Firm Herring Construction, Inc.

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explain

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A001	17	Embankment in Place	CU YD	12,520	6.50	81,380.00	12,520	6.50	81,380.00
E017	33	Remove Pavement	SQ YD	100	4.00	400.00	100	4.00	400.00
E018	34	Culvert Pipe-15 inch	LIN FT	77.8	34.00	2,645.20	77.8	34.00	2,645.20
E019	35	Culvert Pipe-18 inch	LIN FT	83.0	46.00	3,818.00	83.0	46.00	3,818.00
E020	36	Entrance Pipe-15 inch	LIN FT	84.0	24.00	2,016.00	84.0	24.00	2,016.00
E021	37	Drop Box Inlet TYPE 136	EACH	4	2,366.00	9,464.00	4	2,366.00	9,464.00
E022	38	S & F Box Inlet-Outlet-18 in.	EACH	2	2,100.00	4,200.00	2	2,100.00	4,200.00
E023	39	Metal End Sect. TY1-15 inch	EACH	4	575.00	2,300.00	4	575.00	2,300.00
27E024	43	Silt Check	EACH	16	100.00	1,600.00	16	100.00	1,600.00
E025	44	Clean Silt Check	EACH	32	50.00	1,600.00	32	50.00	1,600.00
E029	45	Temporary Silt Fence	LIN FT	675	2.00	1,350.00	675	2.00	1,350.00
E030	46	Clean Temp. Silt Fence	LIN FT	1,350	.75	1,012.50	1,350	.75	1,012.50
E031	47	Channel Lining Class II	TON	14	25.00	350.00	14	25.00	350.00
E032	48	Fabric-Geotextile Type I	SQ YD	4,364	1.50	6,546.00	4,364	1.50	6,546.00
E042	58	Cyclopean Stone Rip Rap	TON	4,343	18.50	80,345.50	4,343	18.50	80,345.50
A041	63	Clearing & Grubbing (261)	LP SUM	1	8,000.00	8,000.00	1	8,000.00	8,000.00
E047	64	Clearing & Grubbing (262)	LP SUM	1	8,000.00	8,000.00	1	7,750.00	7,750.00
I001	75	Mobilization	LP SUM	1	56,285.49	56,285.49	1	2,000.00	2,000.00
I002	76	Demobilization	LP SUM	1	28,142.74	28,142.74	1	2,000.00	2,000.00

Comments:

Page Total \$299,455.43

\$218,777.20

# Kyler Bridge Co., Inc.

P. O. BOX 890 - CADIZ, KENTUCKY 42211

## AGREEMENT

This Agreement made and entered into this 21st. day of July, 2003 by and between KYLER BRIDGE COMPANY, INC. of P. O. Box 890, Cadiz, Kentucky 42211 (Contractor) and Herring Construction, Inc. of Eddyville, Ky. 42038 (Subcontractor), to perform part of the work on the following project: Calloway County, BRZ 0103 261 and BRZ 0103 (262)

in accordance with the General Specifications, drawings, special provisions, addenda, modifications, and exercised alternates and the General Contract between Kyler Bridge Co., Inc. and Transportation Cabinet, all of which documents become part of this Agreement, and collectively referred to as the Contract Documents.

### SECTION 1.1. Price.

(a) The Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's work as set out in this Agreement, the sum of \$218,777.20.

(b) In the alternative, Contractor shall pay to Subcontractor, as full consideration, an amount equal to the unit price of the particular work done shown and listed in the schedule attached to this Agreement, multiplied by the number of units of such work required.

### SECTION 1.2. Timing of Payments.

The payments set out above shall be made from Contractor to Subcontractor within ten (10) days after receipt by the Contractor of payments from the Owner under the General Contract, Contractor shall pay Subcontractor 100 % of the value of the work as said value is established by the unit prices in the attached Schedule as has been completed to the satisfaction of the Owner by Subcontractor up to the date of the last application for payment, less all prior payments.

### SECTION 1.3. Payment Use.

No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by the Subcontractor to a person furnishing labor or materials for use on this project.

### SECTION 1.4. Partial Lien Waivers and Affidavits.

When required by the Contractor and as a prerequisite for payment, the Subcontractor shall provide in a form satisfactory to the Owner and the Contractor, partial lien or claim waivers and affidavits from the Subcontractor and its Sub-subcontractors and suppliers for the completed work. Such waivers may be made conditional upon payment.

### SECTION 1.5. Payment Not Acceptance.

Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor of any portion of Subcontractor's work.

### SECTION 1.6. Final Payment.

Final payment shall be made as follows:

(a) Subcontractor shall submit to the Contractor an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work on this project have been paid or otherwise satisfied;

(b) Consent of surety to final payment may be required; as well as satisfaction of required close-out procedures and other data if required by the Contractor or owner (such as receipts, releases, and waivers of liens);

(c) Final payment of the balance due of the contract price shall be made upon receipt of the owner's waiver of all claims related to Subcontractor's work except for unsettled liens, unknown defective work, and non-compliance with the contract documents or warranties and within ten (10) days after the receipt by Contractor of final payment from the Owner for such Subcontractor's work.

#### SECTION 1.7. Retainage.

The rate of retainage shall not exceed the percentage retained from the Contractor's payment by the owner for the Subcontractor's work provided the Subcontractor furnishes a bond or other security to Contractor's satisfaction. If no such bond or security is supplied, the rate of retainage shall be 0 %. The retained balance will be paid by the Contractor to the Subcontractor within ten (10) days after payment of the retainage to the Contractor by the Owner.

#### SECTION 2.1. Time is of the Essence.

Time is of the essence for both parties and they mutually agree to perform work so that the entire project may be completed in accordance with the time provided in the Contract Documents and Schedule of Work. Such Schedule of Work may be changed from time to time and Subcontractor agrees to comply with such changes.

#### SECTION 2.2.

Contractor shall have the right to decide the time, order, and priority in which the various portions of the work shall be performed and all other matters relative to the timely and orderly conduct of Subcontractor's work. Subcontractor shall commence its work within \_\_\_\_\_ days of notice to proceed and if work is interrupted for any reason, will resume such work within two (2) working days from Contractor's notice to do so.

#### SECTION 2.3. Liquidated Damages.

If the contract documents provide for liquidated or other damages for delay beyond the completion date set forth in the contract documents, and such damages are assessed, then the Contractor may assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay, as determined by the Contractor. The assessment shall not exceed the amount assessed against the Contractor.

#### SECTION 2.4. Delay.

If the progress of the Subcontractor's work is substantially delayed without the fault or responsibility of Subcontractor, then the time shall be extended by a change order to the extent obtained by Contractor under the contract documents and the schedule of work shall be revised accordingly. The Contractor shall not be liable to the Subcontractor for any damages for additional compensation as a consequence of delays caused by any person not a party to this Agreement unless the Contractor has first recovered the same on behalf of the Subcontractor from said person; Subcontractor agrees that its sole and exclusive remedy for delay shall be an extension of the time for performance of Subcontractor's work.

### SECTION 3.1. Subcontractor Obligations.

The Subcontractor shall furnish all the labor, materials, equipment, and services including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of its work. Subcontractor shall provide a list of proposed Sub-subcontractors and suppliers; shall make and file promptly all requisite reports with any government authorities as necessary; shall order all materials and other actions required to meet the schedule of work; cooperate with the Contractor and all others whose work may interfere with Subcontractor's work; shall notify the Contractor when portions of the Subcontractor's work are ready for inspection; shall follow the Contractor's clean-up and safety directions; and shall take all necessary steps and precautions in order to properly protect Subcontractor's work and the work of others from damages caused by Subcontractor's operations. Subcontractor shall secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary or required by any public authority.

### SECTION 3.2. Employee Wages and Taxes.

Subcontractor expressly agrees to pay when due and accepts exclusive liability for any tax, assessment, or contribution relative to or arising out of the salaries or wages of all persons employed by Subcontractor or by any Subcontractor, direct or remote, under him; Subcontractor further agrees to pay all taxes which may be required by reason of work done and labor or material furnished under this Agreement.

### SECTION 3.3. Assignment.

The Subcontractor shall not assign this Agreement nor its proceeds without prior written approval by Contractor.

### SECTION 4.1. Workmanship.

Every part of the Subcontractor's work shall be executed in strict accordance with the contract documents in sound, workman-like fashion. No substitution shall be made in the Subcontractor's work unless permitted in the contract documents.

### SECTION 4.2. Subcontract Bond.

If a performance and payment bond is not required of the Subcontractor under the contract documents, then within the duration of this Agreement, the Contractor may require such bonds and the Subcontractor shall provide same. The Subcontractor shall be reimbursed without retainage for cost of same simultaneously with the first progress payment.

### SECTION 4.3. Warranty.

Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the contract documents. If none are required in the Contract Documents, then Subcontractor guarantees or warrants its work as described above for the period of one year from the date of substantial completion of all or a designated portion of Subcontractor's work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner.

### SECTION 5.1. Failure of Performance.

If the Subcontractor fails or refuses to promptly pay its workers, supply properly skilled workers, or disregards laws, ordinances, rules, regulations, or orders of any public authority or is otherwise guilty of any

substantial breach of this Agreement, and fails within two working days after receipt of notice to commence and continue correction of such default, then the Contractor may, without prejudice to its other rights, supply such workers or materials or contract with one or more additional subcontractors to perform such part of the work as may be necessary and in addition, may withhold payment of any monies due the Subcontractor pending corrective action and deduct any such amounts paid from any funds due or to become due to Subcontractor.

#### SECTION 5.2. Termination.

If the Subcontractor fails to comply with the terms of this Agreement, the Contractor may issue a written notice to Subcontractor and its surety, if applicable, that if Subcontractor fails to commence and continue correction of a default within seven working days after receipt by the Subcontractor of the notice, the Contractor may terminate this Agreement and use any materials, implements, equipment, appliances, or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's work. All costs, including reasonable attorney fees and Court costs incurred by the Contractor in performing Subcontractor's work or seeking enforcement of this Agreement shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the subcontract price.

#### SECTION 6.1. Indemnification.

To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and save harmless the Contractor, Owners, Architect and Engineer, their agents and employees, from and against all claims, liability, loss or expense (including cost and attorney fees) by reason of liability imposed by law upon the Contractor, Owners, Architect or Engineer from damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Subcontractor, his subcontractors, the Contractor, Owner, Architect or Engineer, their agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, Owner, Architect or Engineer.

#### SECTION 6.2. Regulations.

The Subcontractor agrees to be bound by and at its own cost, comply with all State, Federal, and local laws, ordinances, and regulations including equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety, and all other laws with which the Contractor must comply. Subcontractor shall also be liable for any and all Workers' Compensation benefits due to its employees since it is an independent contractor under the terms of this Agreement.

#### SECTION 7.1. Insurance.

Prior to the start of any work, Subcontractor shall procure and maintain until final completion and acceptance of the work the following minimum insurance with insurance companies licensed to do business in the state where the work is to be performed and otherwise acceptable to Owner. Insurance company will have a minimum rating of "A" based on A. M. Best Company, Inc.

(a) Insurance in an amount not less than the statutory requirement for Workers' Compensation, Disability Benefit and other similar employee benefit acts as provided

for under each and every State and Federal statute applicable to the work being performed in connection with this contract.

(b) Employers' Liability insurance with limits of not less than \$500,000.00 bodily Injury by Disease each employee, and \$500,000.00 Aggregate Disease.

(c) Comprehensive General Liability insurance with a combined single limit of not less than \$500,000.00 each occurrence and \$500,000.00 aggregate, including coverage or endorsements for:

- Bodily Injury Liability
- Property Damage Liability
- Personal Injury Liability
- Operations and Premises Liability
- Contractors Protective Liability
- Contractual Liability
- Products Liability
- Completed Operations Liability
- Broad Form Property Damage (including completed operations)
- Explosion, collapse, or structural injury or damage to underground property.

(d) The contractual liability coverage shall insure the performance of the contractual obligations assumed by the Contractor in acceptance of this Contract.

(e) Business Automobile Liability insurance covering all owned, non-owned, hired, or rented vehicles or equipment licensed for highway use with a combined single limit of not less than \$500,000.00 for Bodily Injury or Property Damage in any one accident.

(f) All policies shall be endorsed to provide a waiver of all rights of subrogation which the Subcontractor's insurance companies might exercise against Contractor, Owner, Architect or Engineer, its subsidiaries, officers or employees.

(g) The Contractor shall be named as additional insured on each policy except for Workers' Compensation.

Certificates from the insurers shall be furnished to Contractor certifying policy number, expiration date, limits, etc. and shall provide that the policies represented thereon shall not be canceled, altered, or otherwise changed prior to thirty (30) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation, alteration, or change, unless some longer period of time is provided by applicable law.

#### SECTION 7.2. Waiver.

Contractor and Subcontractor waive all rights against each other and the owner, engineer, separate Contractors, and all other subcontractors for loss or damage to the extent covered by builder's risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

#### SECTION 8.1. Contract Interpretation.

This Agreement shall be governed by the law of the Commonwealth of Kentucky. The partial invalidity of any one Section shall not affect the validity or continuing force and effect of any other Section.

#### SECTION 9.1. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and shall be binding upon the heirs, executors, successors, and assigns of the parties.

The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor and the unit prices to be paid by the Contractor to the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

Item	Estimated Quantity		Unit Price	Estimated Total
17 Embankment in Place	12,520	CU YD	6.50	\$81,380.00
33 Remove Pavement	100	SQ YD	4.00	400.00
34 Culvert Pipe-15 inch	77.80	LIN FT	34.00	2,645.20
35 Culvert Pipe-18 inch	83.00	LIN FT	46.00	3,818.00
36 Entrance Piep-15 inch	84.00	LIN FT	24.00	2,016.00
37 Drop Box Inlet TYPE 13G	4.00	EACH	2,366.00	9,464.00
38 S & F Box Inlet-Outlet-18 inch	2.00	EACH	2,100.00	4,200.00
39 Metal End Section-TY-1-15 inch	4.00	EACH	575.00	2,300.00
43 Silt Check	16.00	EACH	100.00	1,600.00
44 Clean Silt Check	32.00	EACH	50.00	1,600.00
45 Temporary Silt Fence	675	LIN FT	2.00	1,350.00
46 Clean Temporary Silt Fence	1,350	LIN FT	.75	1,012.50
47 Channel Lining Class II	14.00	TON	25.00	350.00
48 Fabric-Geotextile Type I	4,362	SQ YD	1.50	6,546.00
58 Cyclopean Stone Rip Rap	4,343	TON	18.50	80,345.50
63 Clearing & Grubbing (261)	1	LP SUM	8,000.00	8,000.00
64 Clearing & Grubbing (262)	1	LP SUM	7,750.00	7,750.00
75 Mobilization	1	LP SUM	2,000.00	2,000.00
76 Demobilization	1	LP SUM	2,000.00	2,000.00
				<u>\$218,777.20</u>

The subcontractor agrees to pay a pro-rata share of the Contractor's Bond Premium.

IN WITNESS our hands the day and year first above written.

HERRING CONSTRUCTION, INC.  
SUBCONTRACTOR

KYLER BRIDGE COMPANY, INC.

BY:

James Herring  
TITLE: Pres / Sec

BY:

David Kyler  
TITLE: President

WITNESS:

Deanna Dorn

WITNESS:

Reda S. Fuller



**ACORD****CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YYYY)

07-23-03

PRODUCER

Richard Whittington Ins Inc.  
P O Box 502  
Eddyville, Ky 42038

INSURED

Herring Construction Inc  
12 16 State Rout 373N  
Eddyville, Ky 42038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE  
POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY  
LETTER A

Ohio Casualty Ins Co.

COMPANY  
LETTER BCOMPANY  
LETTER CCOMPANY  
LETTER DCOMPANY  
LETTER E

CO. 1-101

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	BHO 52 19 24 90	09-10-02	09-10-03	BODILY INJURY OCC. \$1,000,000
	<input type="checkbox"/> PREMISES/OPERATIONS				BODILY INJURY AGG. \$1,000,000
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE OCC. \$100,000
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG. \$100,000
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER.				BI & PD COMBINED OCC. \$
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG. \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG. \$
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> PERSONAL INJURY				
	<b>AUTOMOBILE LIABILITY</b>				
	<input checked="" type="checkbox"/> ANY AUTO	BAO 52 19 24 90	09-10-02	09-10-03	BODILY INJURY (Per Person) \$1,000.00
	<input type="checkbox"/> ALL OWNED AUTOS - Priv. Pass.				BODILY INJURY (Per Accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS - Other Than Priv. Pass.				
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> GARAGE LIABILITY				
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	<b>WORKER'S COMPENSATION AND EMPLOYERS LIABILITY</b>				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

WORK ON CALLOWAY COUNTY BRZ 0103 (262)

CERTIFICATE HOLDER

KYLER BRIDGE CO. INC.  
P.O. BOX 890  
CADIZ KY 42211

AGENCY/AGENT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR  
MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE  
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION  
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE

AUTHORIZED REPRESENTATIVE



Commonwealth of Kentucky  
**Transportation Cabinet**  
Frankfort, Kentucky 40622

**James C. Codell, III**  
Secretary of Transportation


**Paul E. Patton**  
Governor

**Clifford C. Linkes, P.E.**  
Deputy Secretary

**MEMO**

Date: August 6, 2003

To: Bob Lewis  
Division of Construction

From: Rick Stansel   
Division of Contract Procurement

Re: Calloway County - PCN 030457  
BRZ 0103 (261) (262)  
Kyler Bridge Company, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, Sub-Contract Agreements and Certificates of Insurance for this project. The established goal for this project was 5%. Contract Procurement has reviewed and approved 11.16%. A work order was issued for this project on August 5, 2003.

CC: Dexter Newman  
Arthur McKee

